



August 1, 2016

RE: Request for Proposal No. 17-01-16 for Hockey Team Tunnel

To Whom It May Concern:

The City of Roanoke is seeking sealed proposals for a team tunnel for the City of Roanoke's Hockey team, the Rail Yard Dawgs. There is no guarantee of any minimum amount of services that may be requested by the City, and no services may be requested, all in the sole discretion of the City.

Services/Deliverables:

The City is seeking a player tunnel, and desires proposals for tunnels with solid color nylon fabric with scissor folding design, predesigned inflatable tunnel, or a customized tunnel. The customized and/or inflatable tunnel should be nylon material custom crafted in the shape of a dog head, train engine, or other relative design using up to four colors to match hockey team logo. The team logo and colors are displayed in Attachment A.

When submitting a proposal, Offerors should include design details, photographs and/or other visual exhibits, installation instructions, warranty information, maintenance details, packaging and storage details, and the required delivery schedule.

Schedule of Work:

The completed team tunnel must be delivered to the Berglund Center, no later than October 14, 2016.

Enclosed with the RFP are Sample Insurance Requirements, Attachment B, and Purchase Order Terms and Conditions, Attachment C to RFP 17-01-16. Please review the document carefully.

All responses to this request for proposal shall be submitted on or before 2:00 p.m. on Wednesday August 24, 2016 to the address listed below:

City of Roanoke
Noel C. Taylor Municipal Building
Purchasing Division, Room 202
215 Church Ave. S.W., Roanoke, VA 24011
Ref: RFP # 17-01-16 Hockey Team Tunnel
Attn: Jill Newman, Buyer

Each proposal, one (1) **original**, marked as such and two (2) **copies**, marked as such, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "Hockey Team Tunnel", RFP # 17-01-16 and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City reserves the right to reject or cancel any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
2. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with selected Offeror.
3. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFP.
6. The quality of Offeror's performance in comparable and/or similar projects.
7. Whether the Offeror can provide the services and/or items in a prompt and timely fashion. All items must be delivered and fully operational by no later than October 14, 2016.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-2871, by fax at 540-853-1513, or by email at jill.newman@roanokeva.gov.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFP may be directed to Jill Newman, Buyer, at (540) 853-2871 or emailed to jill.newman@roanokeva.gov. All questions must be submitted before 5:00 p.m., August 12, 2016. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the Current Bids/RFP Requests tab on City website at www.roanokeva.gov/purchasing.

Sincerely,

A handwritten signature in blue ink that reads "Jill Newman". The signature is written in a cursive style.

Jill I. Newman
Buyer
Purchasing Division

**Attachment A to
RFP # 17-01-16
Hockey Team Tunnel**

Logo and Colors



PMS 284

PMS 187

PMS 284

PMS 1235

PMS SILVER

**Attachment B to
RFP # 17-01-16
Hockey Team Tunnel**

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).
 - OR
 - (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage,

Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**Attachment C to
RFP # 17-01-16
Hockey Team Tunnel**

PURCHASE ORDER TERMS AND AGREEMENT

1. Definitions.

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to:

Berglund Center
710 Williamson Rd,
Roanoke, VA 24016

3. Termination for Default and Convenience.

- A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.
- C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. Changes By City.

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. Sales Tax Exemption.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. Free on Board (F.O.B.), Risk of Loss, and Title.

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination.

9. Inspection.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. **Insurance.**
Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.
11. **Warranty.**
Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.
12. **Independent Contractor.**
The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.
13. **Nondiscrimination.**
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.
14. **Drug-Free Workplace.**
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.
15. **Faith-Based Organizations.**
Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.
16. **Assignment.**
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. Successors and Assigns.

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. Indemnification.

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

